

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

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|-----------------------------------|---|----------------|
| INTERNATIONAL UNION OF OPERATING | : | CIVIL ACTION |
| ENGINEERS OF EASTERN PENNSYLVANIA | : | No. 17-cv-5428 |
| AND DELAWARE BENEFIT HEALTH AND | : | |
| WELFARE FUND, et. al. | : | |
| | : | |
| | : | |
| v. | : | |
| | : | |
| ALARCON & MARRONE, INC. | : | |
| | : | |

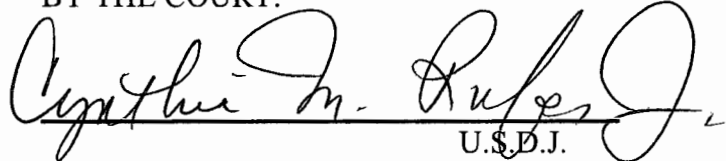
ORDER

AND NOW, this 5th day of February, 2018, upon consideration of Plaintiffs' Motion for Default Judgment, it is hereby ORDERED that Plaintiffs' Motion is **GRANTED**, as follows and Judgment is entered in favor of the Plaintiffs and against the Defendant Alarcon & Marrone, Inc. as follows:

- (a) In favor of the Plaintiffs International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Health and Welfare Fund ("Health Fund"), and International Union of Operating Engineers of Eastern Pennsylvania and Delaware Benefit Annuity Fund ("Annuity Fund"), and against the Defendant Alarcon & Marrone, Inc. for:
- (i) \$14,320.00 in principal contributions due to the Health Fund, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(A);
 - (ii) \$1,750.00 in principal contributions due to the Annuity Fund, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(A);
 - (iii) \$1,310.04 in interest on delinquent contributions on the principal

- amounts in (a)(i) and (ii) as of February 1, 2018, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(B);
- (iv) Additional interest that accrue on the principal amounts in (a)(i) and (ii) after February 1, 2018, calculated at a rate of twenty percent per annum or the prime rate plus two percent, whichever is higher, pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(B);
- (v) \$1,600.00 in penalties on the principal amounts in (a)(i) and (ii) (ii), pursuant to the collective bargaining agreement, 29 U.S.C. §185, and 29 U.S.C. §1132(g)(2)(C), and
- (vi) \$1,939.50 in attorneys' fees and costs pursuant to 29 U.S.C. §1132(g)(2)(D); and
- (b) In favor of the Plaintiff International Union of Operating Engineers, Local 542 and against Defendant Alarcon & Marrone, Inc. for \$770.00 in unremitted dues pursuant to the collective bargaining agreement and 29 U.S.C. §185.

BY THE COURT:


U.S.D.J.